

UNDEBTAKING NO. 10

3RD Reading

2005-204 Kett-Dupuis: THAT By-law 2005-64, By-law 2005-117A to and including By-law 2005-121Z, By-law 2005-123T to and including By-law 2005-129Z be read a third time and passed.

CARRIED**PART II**
REGULAR AGENDA**ADDENDUM**Addendum Resolution

The following resolution was presented:

2005-205 Dupuis-Kett: THAT the Addendum to the Agenda be dealt with at this time.

CARRIEDDeclarations of
Pecuniary Interest

None declared.

BY-LAWS

2005-130A 3

A BY-LAW OF THE CITY OF GREATER SUDBURY TO REPEAL BY-LAW 2004-66A AND AUTHORIZES AN AGREEMENT WITH GREATER SUDBURY HYDRO PLUS INC. FOR WATER BILLING SERVICES

(This By-law repeals By-law 2004-66A passed March 11, 2004 which authorized the City to enter into an agreement with Greater Sudbury Utilities Inc. for water billing services and replaces it with a new By-law to authorize this agreement with Greater Sudbury Hydro Plus Inc., as the utility has now informed us that the affiliate will be the contracting party.)

2005-131Z 3

A BY-LAW OF THE CITY OF GREATER SUDBURY TO AMEND BY-LAW 2005-99 TO VEST PARCEL 5193 SUDBURY EAST SECTION INTO THE CITY'S NAME, AND TO SELL THE PROPERTY TO FERNANDO CARDOSO

(On April 14th Council by Resolution approved the write-off of taxes and the vesting and sale of this property. A By-law was passed on that day to authorize the vesting and sale and this amendment confirms the write-off of taxes.)

1ST & 2ND Reading

2005-206 Kett-Dupuis: THAT By-law 2005-130A and By-law 2005-131Z be read a first and second time.

CARRIED3RD Reading

2005-207 Dupuis-Kett: THAT By-law 2005-130A and By-law 2005-131Z be read a third time and passed.

CARRIEDC.C. 2005-05-12 (32ND)

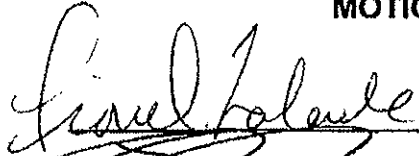
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M 1

Greater Sudbury Hydro Plus Inc./
Hydro Plus du Grand Sudbury Inc.

MOTION

MOVED BY



SECONDED BY

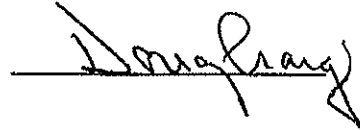


No.: 2005-1C-05-04

Date: April 25, 2005

"THAT the Board authorize and direct an officer and a director to execute the service level agreement for Greater Sudbury Hydro Plus Inc. to provide water and wastewater billing and collection functions on behalf of the City of Greater Sudbury."

Carried,



Greater Sudbury Hydro Plus Inc./Hydro Du Plus Grand Sudbury Inc.

MEMORANDUM TO THE BOARD OF DIRECTORS

2005-04-22

MEMBERS OF THE BOARD OF DIRECTORS:

Service Level Agreement with the City of Greater Sudbury

**APPROVAL
REQUESTED:**

The Board authorize and direct an officer and a director to execute the service level agreement for Greater Sudbury Hydro Plus Inc. to provide water and wastewater billing and collection functions on behalf of the City of Greater Sudbury.

BACKGROUND:

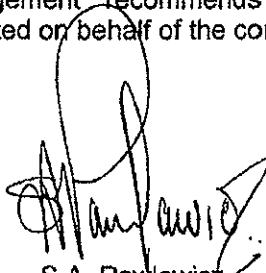
Management brings before the Board the service level agreement that has been negotiated between GSHPI and the City of Greater Sudbury for the provision of billing and collection services for water and wastewater. The contract has an annual fee of \$630,440 and will remain in force until the 31st day of March, 2012. The annual fee will be adjusted on January 1st of each year by the rate of inflation as reflected in the CPI.

Although the utility has been providing the services since April 1st, 2004 the agreement was not formally recommended for execution because of issues relating to the fair and equitable treatment of the employee compliment. The staff transfers and the compensation issues have now been resolved to the mutual satisfaction of both parties and management recommends that the service level agreement be executed on behalf of the corporation.

Respectfully submitted,



D. Reeves
President & Secretary



S.A. Pawlowicz
Vice President - Corporate Services

TO: The Chair, and
Board of Directors

THIS SERVICE AGREEMENT made this 1st day of April, 2004.

BETWEEN:

CITY OF GREATER SUDBURY

(the 'City')

and

GREATER SUDBURY UTILITIES INC.

(the 'Utility')

WHEREAS the City pursuant to Section 86 of the *Municipal Act*, 2001, is the authority responsible for the supply of the water to buildings and land within the City;

AND WHEREAS to improve efficiency and save money the City and the Utility wish to consolidate the administration of electricity, water and wastewater billing and collection functions;

AND WHEREAS the City pursuant to Section 8 of the *Municipal Act*, 2001, has the power to enter into agreements with other parties to deliver administrative functions on its behalf;

AND WHEREAS the City passed By-law 2004-66A on March 11th, 2004, authorizing a Service Agreement with the Utility to provide water and wastewater billing and collection functions on its behalf;

NOW THEREFORE WITNESSETH that in consideration of the covenants and agreements hereinafter reserved and contained, the parties hereto mutually covenant and agree as follows:

ARTICLE 1 - INTERPRETATION

1.01 Definitions

In this Agreement,

- (a) "City Finance/Hydro Liaison" means Supervisor of Accounts Receivable or designate.
- (b) "Confidential Information" means all information or material of either party that is of a proprietary or confidential nature, regardless whether it is identified as proprietary or confidential or not, including but not limited to information and material of every kind and description which is communicated to or comes into the possession or control of the other party at any time, provided that confidential information shall not include information that:
 - (i) is or becomes generally available to the public without fault or breach on the part of the receiving party, including without limitation without breach of any duty of confidentiality owed by the receiving party to the disclosing party or to any third party, but only after that information becomes generally available to the public;

- (ii) the receiving party can demonstrate to have been rightfully obtained from a third party who had the right to transfer or disclose it to the party free of any obligation of confidence;
 - (iii) the receiving party can demonstrate to have been rightfully known to or in the possession of the receiving party at the time of disclosure free of any obligation of confidence; or
 - (iv) is independently developed by the party without use of any Confidential Information.
- (c) "Coordinating Committee" means the committee established pursuant to Article 9.
 - (d) "Customer" means water and/or waste water utility account holders.
 - (e) "Manager of Current Accounting" means the Manager of Current Accounting for the City or designate.
 - (f) "MFIPPA" means the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M56, as amended.
 - (g) "Personal Information" has the same definition as in subsection 2(1) of MFIPPA and includes an individual's name, address, telephone number and information relating to financial transactions in which the individual has been involved.
 - (h) "Requirements of Law" means all applicable requirements, laws, statutes, codes, orders, injunctions, By-laws, and regulations that now or at any time hereafter may be applicable to either this Agreement or the Services or any part of them.
 - (i) "Services" means the services to be provided by the Utility pursuant to Article 3 of this Agreement.
 - (j) "Third Party Contractor" means any contractor engaged from time to time to supply personnel to record and report water and/or hydro meter readings from meters owned by either party during the term of this Agreement.
 - (k) "Transferred Employee" means those individuals listed in Schedule "C".
 - (l) "Treasurer" means the Chief Financial Officer / Treasurer for the City or designate.

1.02 Schedules

The following schedules which are attached to this Agreement are incorporated by reference into this Agreement and are deemed to be a part of it:

Schedule "A"	- Agreement with Cupe Local 4705
Schedule "B"	- Offer of Employment
Schedule "C"	- Cupe Local 4705 Transferred Employees
Schedule "D"	- Assumed Contracts
Schedule "E"	- City of Greater Sudbury Collection Procedures
Schedule "F"	- City of Greater Sudbury Citizen Service Policy
Schedule "G"	- City of Greater Sudbury Language Services Policy

ARTICLE 2 - TERM AND COMMENCEMENT DATE

2.01 Term

This Agreement shall be effective on April 1st, 2004, and remain in force until the 31st day of March, 2012 and shall thereafter be automatically renewed annually in each year to continue in effect to and including March 31st in the following year, and continue in force unless otherwise agreed or terminated as hereinafter provided.

2.02 Early Termination

Either Party will have the right to terminate this Agreement of the terms set out in Article 12.

ARTICLE 3 - DESCRIPTION OF SERVICES


3.01 Utility's Services

The Utility shall provide the following Services to the City in connection with the supply of water to land and buildings in the City of Greater Sudbury:

Customer Invoicing:

- (1) Prepare and mail all customer invoices for water and wastewater accounts including final and special bills, adjustments, and additional service charges.
- (2) Analyse and report consumption variance errors (high / low readings), make appropriate billing adjustments and post additional charges to customer accounts.
- (3) Prepare and mail responses to requests for verification of arrears.
- (4) Adjust customer invoices for additional charges payable to City, such as turn on/off, private hydrants, replacement meters and sprinkler charges when advised to do so by the City.
- (5) Prepare Ledger reports on a monthly basis.
- (6) Maintain a revenue spreadsheet which forecasts and assists in determining rates and annual accrual to be provided monthly commencing at mid-year and more frequently at the request of the City toward year-end.
- (7) Adjust customer invoices for reductions related to approved rebate programs during the term of this Agreement, such as Commercial / Industrial Wastewater Rebate Program; Water / Wastewater Plumbing Rebate Program; and Run Water to Waste Adjustment Program, subject to notice of their cancellation by the Treasurer.

Meter Reading:

- (1) Schedule, coordinate and arrange, at its expense, the reading of customer water meters.
 - (2) Input data readings.
- 

- (3) Generate reports identifying missed reads, estimates and variances in accordance with a pre-determined schedule.
- (4) Analyse the above mentioned reports and ensure that appropriate adjustments or corrections are made to customer invoices.

Payment Processing:

- (1) Input and process payments to customer accounts, including cash, pre-authorized and electronic payments.
- (2) Pro-rate partial payments for water and electricity utilities based on the arrears owing to each utility.
- (3) Deposit payments including interest and additional customer charges collected to City accounts twice weekly or as otherwise agreed by the Parties.
- (4) Prepare monthly reports for the Manager of Current Accounting detailing all transactions.

Service Requests:

- (1) Send service orders to the City for water meter service, removal or installation. All other services such as meter reads and high consumption checks provided by the meter shop, will be billed to the Utility as was charged to the City in the past.

Collections:

- (1) Monitor account activity and initiate collection of past due accounts in accordance with the collection procedures set out in Schedule "E" and the Utility's best practices.
- (2) Advise the City Finance/Hydro Liaison of uncollectible accounts to be transferred to taxes.

Customer Service:

- (1) Receive and respond to Customer inquiries or complaints regarding service rates, utility consumption and billing matters.

3.02 Utility's Responsibilities

The Utility will provide or obtain at its sole cost and expense all personnel and supplies which it needs to deliver the services including providing:

- (a) all necessary personnel and associated wages, salaries and benefits required to deliver the services to the service level defined herein and in accordance with the collective agreements and employment contracts in force and effect from time to time;
- (b) all administrative and management personnel and services including human resources, accounting and legal services, payroll, purchasing and information systems; and
- (c) all materials and supplies required in the day-to-day delivery of the services.

ARTICLE 4 - PERFORMANCE STANDARDS AND REPORTING

4.01 Level of Services

All services shall be performed in accordance with:

- (a) this Agreement; and
- (b) Requirements of Law.

4.02 Utility's Warranties

The Utility hereby represents and warrants that the services shall be provided for fully and diligently in a professional and competent manner by qualified and skilled personnel.

4.03 Quality Control

In cooperation with the City the Utility will prepare and implement policies and procedures to address the day-to-day delivery of the Services, including quality control and quality assurance procedures. Where it is reasonably apparent that these policies will have significant political, public or long term quality assurance and quality control implications, the Utility will obtain the consent of the Coordinating Committee prior to implementation.

4.04 Communications

The Utility and the City agree that all communications with the media on operational matters related to the Services shall be issued jointly whenever practicable.

4.05 Customer Service Policies

The Utility shall use reasonable efforts to abide by the City's Citizen Service Policy and Policy concerning the use of the French and English languages, attached as Schedule "G" hereto, in the delivery of the Services.

4.06 Reporting

The Utility will provide to the City, as reasonably required, periodic reports on its delivery of Services. The Utility acknowledges that all information reasonably required by the City as the party ultimately responsible for the water utility, to allow the City to monitor all relevant aspects of the Services, will be provided in these reports.

ARTICLE 5 - COMPENSATION PAYABLE TO UTILITY

5.01 Fees

For the Services provided by the Utility, the City will pay the Utility an annual fee of \$630,440, pro-rated in 2004.

5.02 Accounts

The annual fee will be paid to the Utility in equal monthly instalments, in arrears, on the last business day of the month.

5.03 Inflationary Adjustments

The annual fee will be adjusted on January 1st of each year by the rate of inflation as reflected in the September Consumer Price Index, and further adjusted by agreement of the Parties to reflect any changes in meter reading costs or enhancement of service. The Utility shall provide the City copies of its meter reading contracts during the term of this Agreement.

5.04 Human Resource Adjustments

Notwithstanding Article 5.01, the City will deduct from the annual fee payable to the Utility, the annual salary and benefits cost of the City employee who did not agree to transfer to the utility for the following period: 100% in the first year of this Agreement, 80% in the second year of this Agreement, 60% in the third year of this Agreement, 40% in the fourth year of this Agreement, 20 % in the fifth year of this Agreement. *SHOULD THE CITY EMPLOYEE BE PLACED IN A FULL TIME POSITION AT ANY TIME DURING THIS FIVE YEAR PERIOD THE ANNUAL FEE PAYABLE BY THE UTILITY WILL NOT BE REQUIRED.*

6.01 Transition

The Utility and the City agrees to cooperate in developing and implementing a transition plan to address the particulars of the transfer of managerial and operational responsibility for the Services. Each of the parties will take all steps required to ensure a smooth transition.

6.02 Assumption of Contracts

The Utility agrees to assume the contracts and commitments of the City described in Schedule "D" to this Agreement and to pay, discharge and satisfy all liabilities and obligations arising with respect to such assumed contracts after the execution of this Agreement, other than any such liability or obligation which arises pursuant to any assumed contracts as a result of the occurrence of an event prior to the execution of this Agreement. The Utility will indemnify and save the City harmless from all liabilities, costs and damages which the City may suffer or incur pursuant to or as a result of the assumed contracts.

6.03 Transfer of Employees

Attached to this Agreement as Schedule "A" is the Agreement between the City and Cupe Local #4705, which addresses the terms upon which the employees in Local #4705 Inside Unit, who are listed in Schedule "C" will be transferred to the Utility, unless otherwise mutually agreed on or before the execution of this Agreement.

6.04 Offers of Employment

Attached to this Agreement as Schedule "B" is the offer of employment the Utility has sent to these employees listed in Schedule "C", which address the terms upon which these employees will be employed by the Utility. The City agrees that the Utility was authorized to make and the City is bound by the commitment made by the Utility on the City's behalf in that letter to these employees.

6.05 Transition Expenses

The City agrees to reimburse the Utility its actual invoiced costs for licensing and data conversion, subject to the Utility providing receipts or other documents which may be required by the City to verify such expenses. Payment shall be in two equal installments,

the first payment being made upon the execution of this Agreement and the second payment on the first anniversary date of the execution of this Agreement.

ARTICLE 7 - CONFIDENTIALITY AND NON-DISCLOSURE

7.01 Application of MFIPPA

The Utility agrees to comply with the provisions of MFIPPA in the course of providing the services pursuant to this Agreement.

7.02 Ownership of Records

The Utility and the City acknowledge and agree that all records created or maintained in the course of providing the Services pursuant to this Agreement become and remain the property of the City and that such records are or will be under the City's "control" within the meaning of Section 4(1) of MFIPPA.

7.03 Security and Confidentiality

The Utility agrees that all Confidential and Personal Information in the custody of the Utility will be kept secure and confidential by the Utility. The Utility agrees to protect the City's Confidential Information with such care as a reasonable party would take to protect its own Confidential Information.

7.04 Utility's Covenants

The Utility covenants with the City that it will throughout the term of this Agreement:

- (a) Use data, information, Personal Information, Confidential Information, or other documents of any nature or extracts or summaries thereof which are disclosed, revealed or transmitted to it by the City, or to which it or any of its employees have access, solely for the purpose of delivering the Services; and
- (b) Retain all back up documentation requested by the City or information received from the City, including Personal and Confidential Information, and return the relevant original documents or information to the City upon request or termination or expiry of this Agreement.

7.05 MFIPPA Requests

If a request is made to the Utility under MFIPPA for access to records generated or maintained in the course of providing Services pursuant to this Agreement, within seven days of receipt of the request, the request will be directed to the City's Freedom of Information and Privacy Co-ordinator, together with copies of all responsive records in the custody or under the control of the Utility.

If a request is made to the City under MFIPPA for access to records generated or maintained in the course of providing Services pursuant to this Agreement, within seven days of being directed to do so by the City, the Utility will provide all responsive records in its custody or under its control to the City's Freedom of Information and Privacy Co-ordinator.

7.06 Utility's Designate

The Utility must designate a person to be responsible for records management, access to information and protection of privacy matters.

ARTICLE 8 - TRADEMARKS

8.01 Authorized Use

The Utility shall not use any City insignia or logo without the prior authority of the City to do so.

ARTICLE 9 - LIAISON BETWEEN CITY AND UTILITY

9.01 Role of the City Finance/Hydro Liaison

The City Finance/Hydro Liaison shall be to:

- (a) coordinate and monitor the delivery of the Service by the Utility as necessary;
- (b) administer and advise the Utility of any adjustments to be made to Customer accounts due to rebate programs approved in the Water/Wastewater By-law 2004-21F, as amended from time to time;
- (c) coordinate with the Utility the receipt of all financial reports required by the City;
- (d) record and monitor all funds transferred to and from the Utility;
- (e) act as liaison between the Utility and the City's Customer Service Centres.

9.02 Coordinating Committee

The City and the Utility agree to create a Coordinating Committee composed of the Chief Financial Officer / Treasurer or designate, Manager of Current Accounting or designate and City Finance / Hydro Liaison or designate who shall represent the City, and the President or designate, Vice President or designate, and Supervisor of Customer Service or designate who shall represent the Utility.

9.03 Role of Coordinating Committee

The Coordinating Committee shall meet as required and shall have the following functions and duties:

- (a) to monitor this Agreement and to review the results of the management and delivery of the Services by the Utility;
- (b) attempt to resolve all issues which arise in respect of the administration of this Agreement;
- (c) such other powers and duties as are contained in this Agreement or as the parties may from time to time agree upon in writing and assign to the Coordinating Committee.

9.04 Authority of Coordinating Committee



The Coordinating Committee shall not have the right, power or authority to do any of the following:

- (a) amend this Agreement;
- (b) employ or discharge any employees; or
- (c) make any decision or agreement binding upon the parties, or either of them.

ARTICLE 10 - INSURANCE AND INDEMNIFICATION

10.01 Insurance

The Utility shall secure and maintain the following insurance:

(a) Comprehensive General Liability and Automobile Insurance:

The insurance coverage shall be not less than \$5,000,000 for general liability and \$5,000,000 for automobile insurance. The policy of insurance, in addition to any other risk, shall insure the Utility and the City from any risk or casualty associated with the Services provided by the Utility to the City, and such policy shall include the City as an additional insured and include a cross-liability severability of interest clause. The Utility shall provide the City with proof of Comprehensive General Liability and Automobile Insurance (inclusive limits) for both owned and non-owned vehicles.

(b) Professional Liability Insurance:

The Insurance coverage shall be in the amount of \$1,000,000. The Utility shall provide to the City proof of Professional Liability Insurance carried by the Utility.

(c) Change in Coverage:

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Utility until sixty (60) days after written notice of such change or cancellation has been personally delivered to the City.

10.02 Indemnification

The Utility accepts full responsibility for the Services described in this Agreement and shall indemnify, keep indemnified and save harmless the City and each of its officers, servants and agents from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which may be paid, sustained or incurred by the City, its employees, officers, or agents by reason of or on account or in consequence of the execution and performance of the Services or the non-execution or imperfect execution thereof.

ARTICLE 11 - DISPUTE RESOLUTION

11.01 Arbitration

If any dispute arises between the City and the Utility as to their respective rights and obligations under this Agreement, the parties may use the following dispute resolution

procedures to resolve such disputes:

- (a) The Coordinating Committee shall attempt to settle the dispute within fourteen (14) days of the dispute arising; and
- (b) If the parties are unable to resolve the dispute, each may, with the agreement of the other party, refer the matter to arbitration in accordance with the *Arbitration Act*, 1991, as amended.

11.02 Duties of the Utility

Despite Article 11.01, the Utility shall continue to perform the Services in accordance with this Agreement unless directed otherwise by the City.

ARTICLE 12 - TERMINATION

12.01 Termination - Immediate

The City reserves the right to terminate this Agreement immediately upon giving notice to the Utility if the Utility uses, exploits, or discloses any City Confidential Information or any Personal Information contrary to this Agreement.

12.02 Termination - Prior Notice

The City reserves the right to terminate this Agreement upon giving fifteen (15) days prior written notice the Utility if the Utility:

- (a) neglects or fails to carry out the Services in accordance with this Agreement; or
- (b) fails to observe any of its obligations required by this Agreement, in addition to the performance of the Services; or
- (c) disregards instructions with respect to the Services that have been agreed upon by the Coordinating Committee; or
- (d) provided that the Utility fails to remedy such neglect or failure by the expiry of the fifteen (15) day notice period.

12.03 Termination - No cause

The City or the Utility may, giving two years notice to the other, terminate this Agreement, without cause.

12.04 Termination - Rights of the City

The City will not, by virtue of any of the above instances of termination, waive any rights or remedies it may have in the Agreement or otherwise at law. The City shall only be responsible for the payment for Services completed in connection with this Agreement up to and including the effective date of any such termination. Termination shall not relieve

the Utility from the Utility's warranties and other responsibilities relating to the Services performed or money paid, or both, up to and including the date of termination.

12.05 Termination - Duties of the Utility

Upon termination, the Utility shall at a minimum, in addition to other provisions in this Agreement:

- (a) disclose to the City the current state of the Services which are being performed by the Utility at the date of termination and provide to the City a report of, and all information requested by the City pertaining to the Services; and
- (b) execute such documentation as may be required by the City to give effect to the termination of this Agreement.

ARTICLE 13 - GENERAL PROVISIONS

13.01 Notice

Notices under this Agreement shall be in writing and sent by personal delivery, facsimile transmission ("FAX") or by ordinary prepaid mail.

Notices by ordinary prepaid mail shall be deemed to have been received on the fourth business day after the date of mailing.

Notices by personal delivery shall be deemed to have been received at the time of delivery.

Notices by FAX shall be deemed to be received on the day after it was sent, unless that day is not a business day, in which case it shall be deemed to be received on the next day that it is a business day.

Notices to the parties shall be sent as follows:

City:

City of Greater Sudbury
P.O. Box 5000, Station A
200 Brady Street
Sudbury ON P3A 5P3

Attention: Chief Financial Officer / Treasurer
Facsimile number: (705)-673-0344

Utility:

Greater Sudbury Utilities Inc.
500 Regent Street
Sudbury, ON P3E 3Y2

Attention: Vice President Corporate Services
Facsimile number: (705)-671-1413

13.02 Independent Contractor

The Utility is an independent contractor providing Services to the City hereunder and nothing in this Agreement is intended to or will be construed to create a relationship of partners, joint venturers or fiduciaries between the parties or of employment between the

City and the Utility. Furthermore, the Utility shall not be considered the agent or representative of the City and has no authority to enter into any contract, assume any obligations or give any warranties or representations on behalf of the City, except as expressly otherwise provided in this Agreement.

13.03 Assignment

The Utility shall not assign, transfer or pledge this Agreement or retain sub-contractors for the performance of the Services herein without the prior written consent of the City. No assignment or sub-contract shall relieve the Utility from its obligations under this Agreement or impose any liability upon the City to any assignee or sub-contractor.

13.04 Force Majeure

Where this Agreement is frustrated, neither party shall be liable to the other for failure to perform its respective obligations hereunder where such failure is caused, without fault on its part, by any event beyond the reasonable control of such party, including, without limitation, explosion, flooding, civil disorder, and an act of God, but excluding any insolvency, labour disputes, lack of funds or financial causes relating to such party.

13.05 Condonation and Waiver

Any failure by either party to insist in one or more instances upon performance of any of the terms or conditions of the contract shall not be construed as a waiver of such party's right to require performance of any such terms or conditions.

13.06 Invalidity

All sections, terms and conditions of this Agreement are severable and the invalidity, illegality or unenforceability of such section, term or condition shall be deemed not to affect the validity, enforceability or legality of the remaining sections, terms and conditions.

13.07 Amendments

If at any time during the term of this Agreement the parties wish to change it, they may do so by means of a written agreement between them which shall be supplemental to and form part of this Agreement.


13.08 Entire Agreement

This Agreement, including the Schedules, constitutes the entire Agreement between the parties with respect to the subject matter contained in the Agreement, and supersedes all understandings, agreements, representations, and warranties, collateral, oral or otherwise, respecting the matters dealt with in this Agreement and entered into by the parties prior to the commencement date of this Agreement.

In the event of conflict between sections of this Agreement and the provisions in the Schedules, the sections of this Agreement prevail, unless the Schedules expressly provide otherwise.

13.09 Headings

The parties agree that the headings in this Agreement form no part of the Agreement and have been inserted for convenience of reference only.



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13.10 Applicable Law

This Agreement shall be governed by the laws in effect in the Province of Ontario.

13.11 Successors and Assigns

This Agreement is for the benefit of and is binding upon the parties to it and their successors and assigns.

13.12 Continuation of Certain Obligations

Notwithstanding any other provision of this Agreement, the provisions in Articles 4.04, 7.01, 7.02, 7.03, 7.04, 7.05, 10.02, 12.05, 13.10, and 13.12 shall survive the expiry or termination of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement through their duly authorized offices.

CITY OF GREATER SUDBURY

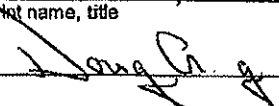
Per: 

Chief Financial Officer / Treasurer 

Clerk 

GREATER SUDBURY UTILITIES INC.

Per: 

Print name, title 

Print name, title

I / We have authority to bind the corporation.

Corp. S	Emer. S
Fin. S	H. SS
Util. S	ED&P
Police	PW
Legal	Other

